

THE NATIONAL ARCHIVES
LITTERA SCRIPTA MANET
OF THE UNITED STATES
1934

FEDERAL REGISTER

VOLUME 6 NUMBER 169

Washington, Friday, August 29, 1941

The President

CONTROL OF THE EXPORT OF CERTAIN ARTICLES AND MATERIALS

BY THE PRESIDENT OF THE UNITED STATES
OF AMERICA

A PROCLAMATION

WHEREAS section 6 of the act of Congress entitled "AN ACT To expedite the strengthening of the national defense", approved July 2, 1940, provides as follows:

Sec. 6. Whenever the President determines that it is necessary in the interest of national defense to prohibit or curtail the exportation of any military equipment or munitions, or component parts thereof, or machinery, tools, or material, or supplies necessary for the manufacture, servicing, or operation thereof, he may by proclamation prohibit or curtail such exportation, except under such rules and regulations as he shall prescribe. Any such proclamation shall describe the articles or materials included in the prohibition or curtailment contained therein. In case of the violation of any provision of any proclamation, or of any rule or regulation, issued hereunder, such violator or violators, upon conviction, shall be punished by a fine of not more than \$10,000, or by imprisonment for not more than two years, or by both such fine and imprisonment. The authority granted in this section shall terminate June 30, 1942, unless the Congress shall otherwise provide.

NOW, THEREFORE, I, FRANKLIN D. ROOSEVELT, President of the United States of America, acting under and by virtue of the authority vested in me by the aforesaid act of Congress, do hereby proclaim that upon the recommendation of the Administrator of Export Control I have determined that it is necessary in the interest of the national defense that on and after August 27, 1941, the following-described articles and materials shall not be exported except when authorized in each case by a license as provided for in Proclamation 2413, of July 2, 1940, entitled "Administration of section 6 of the Act entitled 'AN ACT To expedite the strengthening of the national defense' approved July 2, 1940":

All military equipment or munitions, or component parts thereof, or ma-

chinery, tools, or material, or supplies necessary for the manufacture, servicing, or operation thereof, in addition to the articles and materials the exportation of which is prohibited or curtailed by any proclamation heretofore issued under the authority of section 6 of the act of July 2, 1940, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this 27th day of August, in the year of our Lord nineteen hundred and [SEAL] forty-one, and of the Independence of the United States of America the one hundred and sixty-sixth.

FRANKLIN D. ROOSEVELT

By the President:

CORDELL HULL,
Secretary of State.

[No. 2506]

[F. R. Doc. 41-6470; Filed, August 27, 1941;
4:15 p. m.]

EXECUTIVE ORDER

AUTHORIZING THE UNITED STATES MARITIME COMMISSION TO ISSUE WARRANTS WITH RESPECT TO VESSELS

WHEREAS the act of July 14, 1941, Public Law 173, 77th Congress, provides that the President may, whenever he deems it in the interest of national defense, including the maintenance of essential supplies and services, authorize the United States Maritime Commission to issue warrants as provided in such act with respect to vessels documented under the laws of the United States and vessels not so documented but owned by citizens of the United States, and, upon application therefor, to foreign-flag vessels not owned by citizens of the United States; and

WHEREAS the interest of national defense, including the maintenance of essential supplies and services, requires that provision be made through the issuance of warrants to insure the prompt delivery of materials essential to the na-

CONTENTS

THE PRESIDENT

	Page
Proclamation:	
Control of the export of certain articles and materials.....	4469
Executive Orders:	
Alaska, public lands withdrawn for use of the War Department.....	4470
United States Maritime Commission authorized to issue warrants for vessels.....	4469
RULES, REGULATIONS, ORDERS	
TITLE 10—ARMY: WAR DEPARTMENT:	
Aid to Civil Authorities and Public Relations:	
Range regulations for firing ammunition in time of peace	4470
TITLE 32—NATIONAL DEFENSE:	
Export Control:	
Export control schedule No. 19	4470

NOTICES

Civil Aeronautics Board:	
Pan American Airways Co. (Delaware), hearing	4481
Department of the Interior:	
Bituminous Coal Division:	
Browne, Virgil, cease and desist order	4478
Consumers' Counsel Division, petition dismissed.....	4479
Houghton, C. E., code membership revoked.....	4479
Relief denied:	
District Board 7.....	4479
District Board 15.....	4479
Memorandum opinions and orders, etc.:	
Guy, Sherman, et al.....	4480
Wheeling Township Coal Mining Co.....	4480
Department of Labor:	
Wage and Hour Division:	
Passenger motor carrier industry, industry committee resignation and appointment.....	4480

(Continued on next page)



Published daily, except Sundays, Mondays, and days following legal holidays by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500), under regulations prescribed by the Administrative Committee, approved by the President.

The Administrative Committee consists of the Archivist or Acting Archivist, an officer of the Department of Justice designated by the Attorney General, and the Public Printer or Acting Public Printer.

The daily issue of the **FEDERAL REGISTER** will be furnished by mail to subscribers, free of postage, for \$1.25 per month or \$12.50 per year; single copies 10 cents each; payable in advance. Remit money order payable to the Superintendent of Documents directly to the Government Printing Office, Washington, D. C.

CONTENTS—Continued

Federal Security Agency:	
Food and Drug Administration:	Page
Macaroni, spaghetti, etc.,	
hearing on definition and	
standard of identity.....	4481
Social Security Board:	
Georgia unemployment com-	
pensation law, certifica-	
tion to Commissioner of	
Labor.....	4481
Securities and Exchange Commis-	
sion:	
Allender Co., Inc., registration	
revoked.....	4482
North American Co., application	
filed.....	4482
War Department:	
Contract summaries:	
Allied Engineers and Archi-	
tects.....	4477
Commercial Solvents Corp....	4475
Indian Motorcycle Co.....	4477
Lone Star Defense Corp.....	4473
Messer, Frank, & Sons, Inc....	4478

tional defense through (1) the importation of substantial quantities of strategic and critical materials, (2) the transportation of substantial quantities of materials requested by defense agencies, and (3) the transportation in the foreign or domestic commerce of the United States of substantial quantities of materials essential to the defense of the United States:

NOW, THEREFORE, by virtue of the authority vested in me by the said act of July 14, 1941, I hereby authorize the United States Maritime Commission to issue warrants as provided in such act with respect to the class or classes of vessels therein described.

FRANKLIN D. ROOSEVELT

THE WHITE HOUSE,
August 26, 1941.

[No. 8871]

[F. R. Doc. 41-6467; Filed, August 27, 1941;
4:01 p. m.]

EXECUTIVE ORDER

WITHDRAWING PUBLIC LANDS FOR USE OF THE WAR DEPARTMENT AS AN AERIAL GUNNERY AND BOMBING RANGE

ALASKA

By virtue of the authority vested in me as President of the United States, it is ordered that, subject to valid existing rights, the public lands in the following-described area, with the exception of fishing villages and the area withdrawn by Executive Order No. 2141 of February 27, 1915, be, and they are hereby, withdrawn from all forms of appropriation under the public-land laws, including the mining laws, and reserved for the use of the War Department as an aerial gunnery and bombing range:

Beginning at corner No. 1, not monumented, at the line of mean high tide on the most easterly part of Harriet Point on the west shore of Cook Inlet, approximate latitude 60°23'30" N., longitude 152°14'30" W.

From said initial point, by metes and bounds,

N. 70° W., 18 miles, to highest point on Mt. Redoubt;
N. 16° E., 58 miles, to highest point on Mt. Spurr;
N. 68° E., 25 miles, to foot of Triumvirate Glacier;
S. 55° E., 27 miles, to west shore of Cook Inlet, at a point 1½ miles east of the light at the mouth of Beluga River;
Southwesterly, along line of mean high tide to the point of beginning.

The area described, including both public and non-public lands, aggregates 1,210,000 acres.

FRANKLIN D. ROOSEVELT

THE WHITE HOUSE,
August 27, 1941.

[No. 8872]

[F. R. Doc. 41-6468; Filed, August 27, 1941;
4:01 p. m.]

Rules, Regulations, Orders

TITLE 10—ARMY: WAR DEPARTMENT

CHAPTER I—AID TO CIVIL AUTHORITIES AND PUBLIC RELATIONS

PART 14—RANGE REGULATIONS FOR FIRING AMMUNITION IN TIME OF PEACE¹

§ 14.1 *Safety precautions*—(a) *Land ranges*—(1) *General*. Before firing, the danger area of land ranges will be examined and all persons and livestock will be excluded. Local newspapers will be requested in the interest of safety to publish warnings against trespassing on the range.

(2) *Range guards*. Range guards properly instructed as to their duties will be posted so as to cover all normal approaches to the danger area.

(3) *Warning signals and signs*. (i) The scarlet danger flags and, when deemed necessary, warning signs, will be displayed at appropriate points to warn

¹ § 14.1 is added.

persons approaching a firing area which is being used.

(ii) The scarlet streamer will be displayed from a prominent point on all ranges and at all times during firing. No firing will take place unless the scarlet streamer is displayed, and all firing will cease at once in case the streamer is hauled down during firing.

(iii) At night red lights may be used in lieu of danger flags, and to supplement the scarlet streamer.

(iv) Signs warning persons of the danger from duds will be posted in the vicinity of the firing area at all times.

(b) *Water ranges*. (1) Prior to firing over water areas or planting or firing submarine mines in water areas which are used by shipping of any kind, the harbor defense, post, regimental, or similar commander of the firing unit will warn local naval officials and, subject to current instructions regarding secrecy, inform the public of the contemplated firings or submarine mine plantings through one or more of the following agencies: Public press, public radio, Coast Guard, or interested public officials.

(2) Proper observation of the field fire will be provided to insure that the range is clear during firing. In some cases this may be satisfactorily accomplished by land observers alone, while in others observation from the water and from the air may be necessary. Effective means of communication between safety observers and the firing point will be provided so as to insure prompt notification to the observers when firing is to commence and to the firing point when the field of fire is unsafe. Commanding officers will insure the fact that persons detailed as safety observers have such knowledge of the ballistic and other conditions connected with the firings as to render them fully capable of judging when the field of fire is safe.

(3) For firing at night, searchlights will be employed as barrier lights to enable safety observers to detect shipping which may attempt to enter the danger zone. (R.S. 161; 5 U.S.C. 22) [Pars. 3 and 4, A.R. 750-10, May 22, 1939, as amended by Cir. 171, W.D., Aug. 16, 1941]

[SEAL]

J. A. ULIO,

Brigadier General,

Acting The Adjutant General.

[F. R. Doc. 41-6477; Filed, August 28, 1941;
9:52 a. m.]

TITLE 32—NATIONAL DEFENSE

CHAPTER VIII—EXPORT CONTROL

SUBCHAPTER C—ADMINISTRATOR OF EXPORT CONTROL

EXPORT CONTROL SCHEDULE NO. 19

1. Effective August 27, 1941, the forms, conversions, and derivatives of the articles and materials designated in Proclamation No. 2506,¹ of August 27, 1941, issued pursuant to Section 6 of the Act

¹ See The President, *supra*.

of July 2, 1940, shall include the following:²

Unit of quantity	Commodity description	Department of Commerce No.
ANIMALS, EDIBLE		
Units.....	Cattle for breeding.....	0010
Units.....	Other cattle.....	0012
Units.....	Hogs (swine).....	0013
Units.....	Sheep.....	0016
Lbs.....	Poultry, live.....	0019
MEAT PRODUCTS		
Lbs.....	Beef and veal:	
Lbs.....	Fresh or frozen.....	0020
Lbs.....	Pickled or cured.....	0021
Lbs.....	Pork:	
Lbs.....	Fresh or frozen.....	0027
Lbs.....	Ham and shoulder, cured.....	0028
Lbs.....	Bacon.....	0029
Lbs.....	Cumberland and Wiltshire sides.....	0030
Lbs.....	Other pork, pickled or salted.....	0032
Lbs.....	Mutton and lamb.....	0034
Lbs.....	Sausage, not canned.....	0035
Lbs.....	Beef, canned:	
Lbs.....	Corned, hash, hamburger steak.....	0036.1
Lbs.....	Other.....	0036.9
Lbs.....	Pork, canned.....	0037
Lbs.....	Sausage, canned.....	0038
Lbs.....	Other canned meat.....	0039
Lbs.....	Poultry and game, fresh.....	0040
Lbs.....	Kidneys and livers, fresh, frozen, or cured.....	0041
Lbs.....	Tongues, fresh, frozen, pickled, or cured.....	0043
Lbs.....	Sausage ingredients, salted or otherwise cured.....	0044
Lbs.....	Other meats.....	0045
Lbs.....	Sausage casings:	
Lbs.....	Hog casings.....	0046
Lbs.....	Beef casings.....	0047
Lbs.....	Other casings.....	0049
DAIRY PRODUCTS		
Gals.....	Milk and cream:	
Lbs.....	Fresh and sterilized.....	0060
Lbs.....	Condensed (sweetened).....	0061
Lbs.....	Evaporated (unsweetened).....	0062
Lbs.....	Dried whole milk.....	0063
Lbs.....	Dried skimmed.....	0064
Lbs.....	Cheese:	
Lbs.....	Processed.....	0067.5
Lbs.....	Other cheese.....	0067.9
FISH		
Lbs.....	Fresh fish:	
Lbs.....	Salmon.....	0070
Lbs.....	Other.....	0071
Lbs.....	Oysters, fresh, in the shell, shucked, frozen or in ice.....	0072
Lbs.....	Shrimp, fresh, frozen, or in ice.....	0074
Lbs.....	Shrimp, dried.....	0075
Lbs.....	Fish, salted, pickled, or dry-cured:	
Lbs.....	Salmon.....	0077
Lbs.....	Cod, haddock, hake, pollock, cusk.....	0078
Lbs.....	Other.....	0079
Lbs.....	Fish canned:	
Lbs.....	Salmon.....	0084
Lbs.....	Sardines.....	0085
Lbs.....	Other.....	0086
Lbs.....	Shellfish:	
Lbs.....	Shrimp.....	0087
Lbs.....	Other.....	0088
Lbs.....	Clams and oysters.....	0089-F
Lbs.....	Other fish and products.....	0090

² The numbers which follow the commodity descriptions in the following schedule refer to Commerce Department classifications established in Schedule B, "Statistical Classification of Domestic Commodities Exported from the United States." The words are controlling and the numbers are included solely for the purpose of statistical classification by various Government agencies.

The commodity forms, conversions, and derivatives determined in this Schedule are in addition to those appearing in the Comprehensive Export Control Schedule issued September 1, 1941, and will be incorporated in the next issue of the Comprehensive Export Control Schedule to be published October 1, 1941.

Unit of quantity	Commodity description	Department of Commerce No.
OTHER EDIBLE ANIMAL PRODUCTS		
Lbs.....	Eggs, in the shell.....	0092
Lbs.....	Egg products.....	0093
Lbs.....	Meat extracts and bullion cubes.....	0094
Lbs.....	Egg albumen.....	0095-F
Lbs.....	Gelatin.....	0095
Lbs.....	Other edible animal products.....	0099
LEATHER		
Upper leather:		
Cattle, side upper:		
Grain:		
Sq. ft.....	Black.....	0300
Sq. ft.....	Other.....	0301
Splits:		
Sq. ft.....	Finished.....	0302
Lbs.....	Wax and rough.....	0303
Calf and Kip:		
Black:		
Sq. ft.....	Sides.....	0304.1
Sq. ft.....	Whole skins.....	0304.2
Other:		
Sq. ft.....	Sides.....	0305.1
Sq. ft.....	Whole skins.....	0305.2
Sq. ft.....	Sheep and lamb.....	0307
Goat and kid:		
Sq. ft.....	Black.....	0308
Sq. ft.....	Other.....	0309
Sq. ft.....	Horse and colt.....	0310
Sq. ft.....	Other upper leather.....	0311
Patent upper leather:		
Sq. ft.....	Cattle.....	0312.1
Sq. ft.....	Whole calf and kip.....	0312.3
Sq. ft.....	Goat and kid.....	0313
Sq. ft.....	Other.....	0319
Lining leather:		
Sq. ft.....	Sheep and lamb.....	0321
Sq. ft.....	Other lining.....	0323
Boot and shoe cut stock:		
Other cut stock in addition to that listed in previous numbered Export Control Schedules.....		
Lbs.....	Sole and belting offal in addition to that listed in previous numbered Export Control Schedules.....	0332
Glove and garment leather:		
Sq. ft.....	Sheep and lamb.....	0338
Sq. ft.....	Pig and hog.....	0339
Sq. ft.....	Other glove or garment.....	0340
Sq. ft.....	Upholstery and automobile.....	0353
Sq. ft.....	Case, bag and strap leather.....	0356
Lbs.....	Reptilian and aquatic leather.....	0357
Lbs.....	Other leather and tanned skins.....	0359
LEATHER MANUFACTURES		
Leather wearing.....		
Boots and shoes:		
Men's:		
Pr.....	McKay, sewed.....	0645.1
Pr.....	Welt.....	0645.3
Pr.....	Stitchdown.....	0645.4
Pr.....	Other.....	0645.9
Doz. Prs.....	Leather gloves, mittens.....	0672
Lbs.....	Leather belting, new.....	0680
Lbs.....	Harness and saddles.....	0685
Card cases, purses, wallets, etc.:		
Units.....	Leather.....	0692
Units.....	Luggage, leather.....	0695.1
Units.....	Belts, leather.....	0697.1
Units.....	Other.....	0697.9
Units.....	Leather wearing apparel.....	0698.9
Units.....	Other leather manufactures.....	0699
OTHER INEDIBLE ANIMALS AND ANIMAL PRODUCTS		
Animals:		
Horses:		
No.....	For breeding.....	0900
No.....	Other.....	0901
No.....	Mules, asses, and burros.....	0903
Lbs.....	Feathers, crude, not dressed.....	0923
Lbs.....	Feathers, dressed and manufactures of feathers.....	0929
Lbs.....	Glue of animal origin in addition to that listed in Export Control Schedule No. 18.....	0942
GRAINS AND PREPARATIONS		
Bu.....	Barley (bu. 48 lbs.).....	1011
Bu.....	Malt (bu. 34 lbs.).....	1013
Bu.....	Buckwheat (bu. 48 lbs.).....	1021
Bu.....	Corn (bu. 56 lbs.).....	1031
Bbl.....	Cornmeal (bbl. 196 lbs.).....	1032

Unit of quantity	Commodity description	Department of Commerce No.
GRAINS AND PREPARATIONS—CON.		
Lbs.....	Hominy and corn grits.....	1033
Bu.....	Kafir and Milo (bu. 56 lbs.).....	1036
Lbs.....	Corn cereal foods, ready to eat.....	1037
Bu.....	Oats (bu. 32 lbs.).....	1041
Oatmeal, grouts and rolled oats:		
Lbs.....	In bulk.....	1043
Lbs.....	In packages (cases or cartons).....	1044
Lbs.....	Paddy or rough rice.....	1055
Lbs.....	Milled rice, including brown, broken, rice and rice screenings.....	1057
Lbs.....	Rice flour, meal, and polish.....	1058
Bu.....	Rye (bu. 56 lbs.).....	1061
Bu.....	Wheat (bu. 60 lbs.).....	1071
Bbl.....	Wheat flour, wholly of U. S. wheat (Bbl. 196 lbs.).....	1073
Bbl.....	Other wheat flour (Bbl. 196 lbs.).....	1074
Lbs.....	Macaroni, spaghetti, noodles, vermicelli, and macaroni products.....	1077
Lbs.....	Biscuits and crackers.....	1078
Lbs.....	Wheat cereal foods, ready to eat.....	1080
Lbs.....	Wheat cereal foods, to be cooked.....	1081
Lbs.....	Wheat semolina.....	1090
Lbs.....	Cereal foods.....	1095
Lbs.....	Other grains and preparations.....	1099
VEGETABLES AND PREPARATIONS		
Lbs.....	Beans, dried, except seed.....	1201.1
Lbs.....	Seed beans.....	1201.5
Lbs.....	Peas, dried, except seed.....	1202.1
Lbs.....	Seed peas.....	1202.5
Vegetables, fresh:		
Lbs.....	Beans.....	1207
Lbs.....	Onions.....	1208
Lbs.....	Peas, green.....	1209
Lbs.....	Peppers.....	1210
Lbs.....	Potatoes, white.....	1211
Lbs.....	Tomatoes.....	1213
Lbs.....	Other fresh vegetables.....	1224
Lbs.....	Farinaceous substances.....	1229-F
Vegetables, canned:		
Lbs.....	Asparagus.....	1241
Lbs.....	Baked beans, and pork and beans.....	1242
Lbs.....	Corn.....	1243
Lbs.....	Peas.....	1244
Lbs.....	Soups.....	1245
Lbs.....	Tomatoes.....	1246
Lbs.....	Tomatoes paste and puree.....	1247
Lbs.....	Tomatoes juice.....	1248
Lbs.....	Other canned vegetables and juices.....	1249
Lbs.....	Pickles.....	1250
Lbs.....	Ketchup, chili sauce, and other tomato table sauces.....	1251
Lbs.....	Pickles, sauces, and other relishes.....	1252-F
Lbs.....	Mayonnaise and salad dressings.....	1252.1
Lbs.....	Other sauces and relishes.....	1252.9
Gal.....	Vinegar.....	1253
Lbs.....	Yeast.....	1259
Lbs.....	Other vegetable preparations.....	1259
FRUITS AND PREPARATIONS		
Subtropical fruits:		
Bunch.....	Bananas.....	1301-F
Box.....	Grapefruit.....	1302
Box.....	Lemons and limes.....	1303
Box.....	Oranges.....	1305
Gal.....	Olives.....	1306-F
Box.....	Pineapples.....	1307
Other fresh fruits:		
Lbs.....	Cherries.....	1309
Bkt.....	Apples in baskets.....	1310
Box.....	Apples in boxes.....	1311
Bbl.....	Apples in barrels.....	1312
Lbs.....	Berries.....	1313
Lbs.....	Grapes.....	1315
Lbs.....	Pears.....	1316
Lbs.....	Peaches.....	1317
Lbs.....	Prunes and plums.....	1318
Lbs.....	Apricots.....	1319.1
Lbs.....	Other fresh fruits.....	1319.9
DRIED AND EVAPORATED FRUITS		
Lbs.....	Dates.....	1320-F
Lbs.....	Dried fruits for salads.....	1321
Lbs.....	Pears.....	1322
Lbs.....	Figs.....	1323-F
Lbs.....	Raisins.....	1324
Lbs.....	Apples.....	1325
Lbs.....	Apricots.....	1326
Lbs.....	Peaches.....	1327
Lbs.....	Prunes.....	1328
Lbs.....	Apple waste.....	1329
Lbs.....	Other dried and evaporated fruits.....	1330

Unit of quantity	Commodity description	Department of Commerce No.	Unit of quantity	Commodity description	Department of Commerce No.	Unit of quantity	Commodity description	Department of Commerce No.
CANNED FRUITS			COTTON SEMIMANUFACTURES—CON.			COTTON MANUFACTURES—CON.		
Lbs.	Grapefruit	1332	Lbs.	Cotton mill waste:	3010.3	Sq. yd.	Finished cloth, bleached, dyed, printed, stiffened or otherwise converted and colored yarn fabrics—Continued.	3062
Lbs.	Loganberries	1333	Lbs.	Cotton hard wastes of yarns and threads, including wiping.	3010.4	Sq. yd.	Napped fabrics—Continued.	
Lbs.	Other canned berries	1334	Lbs.	Cotton card strips	3010.5	Sq. yd.	Colored duck and awning materials.	
Lbs.	Apples and apple sauce	1335	Lbs.	Comber waste	3010.6	Sq. yd.	Fine goods and combed cotton fabrics, bleached, etc.:	
Lbs.	Grapes	1336	Lbs.	Other soft wastes		Sq. yd.	Voiles, organdies, lawns, batiste, combed.	3067
Lbs.	Apricots	1340	Lbs.	Cotton yarn for manufacturing:		Sq. yd.	Piques, combed.	3070
Lbs.	Cherries	1341	Lbs.	Carded yarn, gray	3011.1	Sq. yd.	Marquisettes, combed.	3073
Lbs.	Prunes and plums	1342	Lbs.	Carded yarn, bleached, colored and novelty.	3011.2	Sq. yd.	Other combed and carded goods.	3074
Lbs.	Peaches	1343	Lbs.	Mercerized, all kinds	3012	Sq. yd.	Cotton and wool mixtures.	3076
Lbs.	Pears	1344	Lbs.	Combed, not finished or mercerized.	3013.1	Sq. yd.	Cotton and rayon mixtures.	3079
Lbs.	Pineapples	1345	Lbs.	Combed, finished, except mercerized.	3013.2	Lbs.	Other cotton fabrics:	
Lbs.	Fruits for salad	1346				Sq. yd.	Knit fabrics in the piece.	3080
Lbs.	Other canned fruits	1347				Sq. yd.	Other pile fabrics.	3088
Lbs.	Preserved fruits, jellies, jams.	1349				Doz.	Cotton wearing apparel:	
Lbs.	Other fruit preparations	1350				Doz. prs.	Handkerchiefs	3090
COCOA AND COFFEE			COTTON MANUFACTURES			Doz.	Gloves, cotton (woven or knit):	3091.1
Lbs.	Cocoa beans	1501-F	Lbs.	Cotton thread, twine, cordage, and rope:		Doz.	Work gloves, mitts, and gauntlets fabric.	
Lbs.	Cocoa, powdered	1502	Lbs.	Sewing thread	3015	Doz.	Knit goods:	
Lbs.	Chocolate	1503	Lbs.	Crochet, darning and embroidery cotton.	3016	Doz.	Men's hosiery	3095
Lbs.	Coffee, green	1511	Lbs.	Tire cord or cones or warps.	3017	Doz.	Men's underwear	3096
Lbs.	Coffee, roasted	1512	Lbs.	Twine, rope and cordage (except tire cord).	3018	Units.	Outerwear, knit:	
Lbs.	Coffee, extracts and substitutes	1513				Units.	Men's sweaters, jersey pull-overs and sweatshirts.	3099.1
Lbs.	Tea	1521				Units.	Other men's knit apparel.	3099.9
SUGAR AND RELATED PRODUCTS						Units.	Garments of woven fabrics:	
Lbs.	Sugar, refined	1619				Units.	Men's jackets and windbreakers.	3113
Gal.	Molasses	1629	Sq. yd.	Cotton cloth, duck and tire fabric: Unbleached (gray) cloth:		Doz.	Overalls, breeches, etc.	3114
Lbs.	Confectionery:		Sq. yd.	Tire fabrics:	3020	Doz.	Nightwear, men's	3115
Lbs.	Chocolate candy	1634	Sq. yd.	Cord tire fabrics	3021	Doz.	Underwear men's, not knit.	3116.1
Lbs.	Other candy	1635	Sq. yd.	Other tire fabrics	3022	Doz.	Work shirts	3117.1
Lbs.	Confections, other	1637	Sq. yd.	Cotton duck:	3023	Doz.	Other men's shirts, not knit	3117.2
Lbs.	Honey	1642	Sq. yd.	Heavy filter cloth, hose and belting duck.	3025	Doz.	Other men's clothing of woven fabrics.	3120
Lbs.	Glucose:		Sq. yd.	Ounce duck	3026	Lbs.	Cotton narrow fabrics, non-elastic, 12" or narrower:	
Lbs.	Liquid	1643		Numbered, biscuit and naught duck	3028	Lbs.	Woven belting for machinery	3140
Lbs.	Dry	1644	Sq. yd.	Cotton cloth (gray) medium and coarse yarn fabrics:		Units.	Cotton house furnishings:	
Gal.	Sirup	1647	Sq. yd.	40 inches wide and narrower:	3031.1	Units.	Blankets	3171
BEVERAGES			Sq. yd.	Drills, twills, and warp saateens.	3031.2	Units.	Quilts, comfortables & quilted bed-pads.	3173
Lbs.	Malt extract and malt sirup	1701	Sq. yd.	Sheetings	3033.1	Doz.	Bed sheets and pillow cases	3178
Gal.	Malt liquors:		Sq. yd.	Wider than 40 inches:	3033.2	Doz.	Terry-woven towels, wash cloths, and bath mats.	3187
Gal.	In bottles	1702	Sq. yd.	Drills, twills, and warp saateens.	3034	Lbs.	Huck, damask and plain woven towels and toweling.	3188
Gal.	In cans	1703	Sq. yd.	Sheetings	3039	Lbs.	Cotton bags:	
Gal.	In other containers	1704	Sq. yd.	Osnaburgs, all widths		Lbs.	New	3191.1
Gal.	Distilled spirits:		Sq. yd.	Printcloth yarn (gray) fabrics, all widths:	3036	Lbs.	Used and reclaimed bags	3191.5
Gal.	Rum	1714	Sq. yd.	Tobacco and cheese cloth	3037		Canvas articles	3196
Gal.	Whiskey	1716	Sq. yd.	Other printcloth yarn fabric constructions.	3039	WOOL MANUFACTURES		
Gal.	Other distilled liquors and compounds containing spirits.	1719	Sq. yd.	Other gray cloth		Yd.	Fabrics wholly or chiefly of wool:	
Gal.	Wines	1750	Sq. yd.	Finished cloth, bleached, dyed, printed, stiffened or otherwise converted and colored yarn fabrics:		Yd.	Wool cloth and dress goods	3642
Gal.	Fruit juices:		Sq. yd.	40 inches wide and narrower:	3040	Yd.	Mohair cloth	3643
Gal.	Pineapple	1772	Sq. yd.	Drills, twills, and warp saateens:	3041.1	Lb.	Other wool fabrics	3649
Gal.	Grapefruit	1775	Sq. yd.	Bleached	3041.2	Sq. yd.	Carpets and rugs of wool	3662
Gal.	Orange	1776	Sq. yd.	Dyed in the piece	3042.1	Lb.	Wool felts not woven	3663
Gal.	Other	1779	Sq. yd.	Printed	3042.2	Lb.	Wool felt woven for machines	3664
Gal.	Other beverages	1780	Sq. yd.	Wider than 40 inches:	3043	Units.	Wool blankets	3666
NAVAL STORES, GUMS, AND RESINS			Sq. yd.	Drills, twills, and warp saateens.	3045.1	Doz.	Wool wearing apparel:	
Gal.	Naval stores:		Sq. yd.	Sheeting	3046.1	Units.	Knit bathing suits	3675
Gal.	Gum spirits of turpentine	2114	Sq. yd.	Bleached	3047.1		Other goods	3679
Gal.	Wood turpentine	2115	Sq. yd.	Dyed and printed			Men's overcoats, suits, and pants.	3680
Lbs.	Tall oil (liquid sulphate wood resin)	2125	Sq. yd.	Printcloth yarn fabrics (all widths):		RAYON, NILON AND OTHER SYNTHETIC TEXTILES		
Lbs.	Other gums and resins:		Sq. yd.	Carded broadcloth:	3048	Lbs.	Synthetic textiles, fibers, waste and yarn in addition to those listed in previous numbered Export Control Schedules.	3840
	Chicle	2180	Sq. yd.	Bleached	3049.1	Lbs.	Braids, fringes, and narrow trimmings in addition to those listed in previous numbered Export Control Schedules.	3858.5
VEGETABLE DYEING AND TANNING EXTRACTS			Sq. yd.	Dyed in the piece	3049.2	MISCELLANEOUS TEXTILE PRODUCTS		
Lbs.	Logwood extract	2311	Sq. yd.	Printed	3050	Sq. yd.	Linoleum	3901
Lbs.	Chestnut extract	2331	Sq. yd.	Cheese cloth and gauze, bleached or dyed.		Sq. yd.	Felt base floor coverings	3903
Lbs.	Other dyeing and tanning extracts.	2339	Sq. yd.	(Full pieces)		Sq. yd.	Oilcloth for shelf, table & wall	3911
Ton.	Dyeing and tanning materials:		Sq. yd.	Printcloth:	3051.1	Sq. yd.	Window-shade cloth	3913
	crude.	2322-F	Sq. yd.	Bleached	3051.2	Sq. yd.	Book cloth: (all types)	
Lbs.	Quebracho extract	2344-F	Sq. yd.	Dyed in the piece	3052.1	Sq. yd.	Pyroxylin coated or impregnated	3914.1
MISCELLANEOUS VEGETABLE PRODUCTS			Sq. yd.	Printed	3052.2	Sq. yd.	Starch	3914.2
Lbs.	Starch:		Sq. yd.	Napped fabrics:	3055.1	Sq. yd.	Pyroxylin coated or impregnated fabrics.	3915
Lbs.	Cornstarch and corn flour	2811	Sq. yd.	Cotton flannels, bleached or colored.	3055.9			
Lbs.	Other starch	2813	Sq. yd.	Other napped fabrics in the piece.				
Ton.	Broomcorn	2931	Sq. yd.	Colored yarn fabrics:	3057			
Doz.	Brooms	2935	Sq. yd.	Denims	3058			
Lbs.	Hops	2951	Sq. yd.	Suitings, twill-coverts, cottonades.	3060			
Lbs.	Vegetable ivory or tagua nuts	2990-F	Sq. yd.	Chambrays, chevils and shirtings.	3061			
Lbs.	Other inedible vegetable products.	2999	Sq. yd.	Other colored yarn fabrics				
COTTON SEMIMANUFACTURES								
Lbs.	Cotton rags, except paper stock	3008						
Lbs.	Cotton batting, unglazed wadding, carded cotton and roving.	3009						

Unit of quantity	Commodity description	Department of Commerce No.
MISCELLANEOUS TEXTILE PRODUCTS—continued		
Sq. yd.	Other coated or impregnated fabrics.	3917
Units.	Water-proof outer garments.	3918
Doz.	Neckties, cravats, mufflers & scarfs of all fibers.	3928
Yd.	Hat braids, strips and sheets of natural fibers or synthetic textiles.	3940
Units.	Hat & hat bodies of straw, palm leaf, etc.	3942
Units.	Harvest.	3942
Units.	Other:	3942
Units.	Sewed.	3944
Units.	Woven.	3945
Units.	Men's fur-felt hats.	3951
Units.	Other hats, caps and berets:	3957
Units.	Knit or crocheted.	3958
Units.	Of woven fabric.	3958
Units.	Mattresses, cotton, moss, and hair.	3970
Lb.	Absorbent cotton, gauze & sterilized bandages.	3980
Yd.	Elastic webbing, woven, knitted or braided:	3988
Yd.	Not over 1 1/4 inches wide.	3990
Yd.	Over 1 1/4 inches wide.	3994
Units.	Garters, arm bands, suspenders and braces.	3994
WOOD, UNMANUFACTURED		
Lin. Ft.	Cresosoted piling.	4031
Units.	Telegraph, trolley, and electric-light poles.	4034
PAPER AND MANUFACTURES		
Lbs.	Vulcanized fiber sheets, strips, rods, and tubes.	4795
COAL AND RELATED FUELS		
Tons.	Coal:	5001
Tons.	Anthracite.	5001
Tons.	Bituminous.	5002
Tons.	Coal and coke briquets.	5003
Tons.	Coke.	5004
STONE, SAND, HYDRAULIC CEMENT, AND LIME		
Bbls.	Hydraulic cement:	5164
Bbls.	Standard portland.	5165
Bbls.	White nonstaining and other.	5170
Bbls.	Concrete and cement manufactures.	5171
Bbls.	Lime.	5171
GLASS AND GLASS PRODUCTS		
Lbs.	Glass electric insulators.	5292
CLAY AND CLAY PRODUCTS		
Lbs.	Clay roofing tile, structural clay and hollow tiles, sewer pipe, and conduits.	5379
MEDICINAL AND PHARMACEUTICAL PREPARATIONS		
Units.	Salves and ointments:	8152
Units.	For burns, cuts, etc.	8153
Units.	For coughs, colds, etc.	8153
PHOTOGRAPHIC AND PROJECTION GOODS		
Units.	Cameras:	9000
Units.	Motion picture:	9000
Units.	Standard gauge (35 mm.).	9001.3
Units.	Substandard gauge (16 mm.).	9001.5
Units.	Sub-standard gauge (8 mm.).	9001.5
Units.	Other than motion-picture:	9003
Units.	Box type (set focus).	9003
Units.	Studio, photo-engraving, coin-operated, and similar types of cameras for professional, scientific, or commercial uses.	9002.3
Units.	Other.	9005
Units.	Parts of cameras, except lenses.	9006
Units.	Motion-picture projectors:	9007
Units.	Standard gauge (35 mm.).	9007
Units.	Sub-standard gauge (16 mm.).	9008.3
Units.	Silent.	9008.4
Units.	Sound.	9008.4
Units.	Sub-standard gauge (8 mm.).	9008.5
Units.	Silent.	9008.5
Units.	Motion-picture sound equipment:	9010
Units.	Recording.	9011
Units.	Reproducing.	9011
Units.	Stereopticons, magic lanterns, and other projection apparatus.	9112

Unit of quantity	Commodity description	Department of Commerce No.
PHOTOGRAPHIC AND PROJECTION GOODS—continued		
Lin. ft.	Motion-picture films:	9117.1
Lin. ft.	Sensitized, not exposed (35 mm.):	9117.2
Lin. ft.	Positive film.	9117.3
Lin. ft.	Negative film.	9117.4
Lin. ft.	Sensitized, not exposed (16 mm.):	9117.5
Lin. ft.	Positive film.	9117.6
Lin. ft.	Negative film.	9117.6
Lin. ft.	Sensitized, not exposed (8 mm.):	9121.2
Lin. ft.	Positive film.	9121.3
Lin. ft.	Negative film.	9121.3
Lin. ft.	Exposed motion-picture films:	9121.4
Lin. ft.	Negative:	9121.4
Lin. ft.	Features, 35 mm. (4,000 linear feet of over):	9121.6
Lin. ft.	Features, 16 mm. (1,600 linear feet of over):	9121.6
Lin. ft.	Short subjects, 35 mm. (less than 4,000 linear ft.):	9121.7
Lin. ft.	Short subjects, 16 mm. (less than 1,600 linear ft.):	9121.8
Lin. ft.	Newsreels.	9122
Lin. ft.	Trailers, inserts & replacements.	9122
Lin. ft.	Sound track.	9122
Lin. ft.	Positive:	9123.2
Lin. ft.	Feature, 35 mm. (4,000 lin. ft. or over):	9123.3
Lin. ft.	Feature, 16 mm. (1,600 lin. ft. or over):	9123.4
Lin. ft.	Short subjects, 35 mm. (less than 4,000 lin. ft.):	9123.6
Lin. ft.	Short subject, 16 mm. (less than 1,600 lin. ft.):	9123.7
Lin. ft.	Newsreels.	9123.8
Lin. ft.	Trailers, inserts & replacements.	9124
Lin. ft.	Sound Track.	9124
Units.	Other sensitized films, not exposed:	9125
Units.	Cartridge or rolls.	9125
Units.	Packs of sheets:	9126.1
Units.	X-ray.	9126.9
Units.	Other.	9127
Doz.	Dry plates.	9129
Units.	Photographic paper.	9140
Units.	Other photographic apparatus and supplies.	9140
MISCELLANEOUS		
Units.	Lamps and illuminating devices, except electric:	9791
Units.	Incandescent mantles.	9792
Units.	Lanterns, wick.	9793
Units.	Gasoline pressure lamps, lanterns, and parts.	9793
Units.	Other lamps, except electric.	9794
Units.	Other lighting devices except glass.	9799
Doz.	Paint brushes, except industrial.	9825
Lbs.	Candles.	9832

By direction of the President.

WILLIAM E. CHICKERING,

Lieutenant Colonel, A. G. D.

Acting Administrator of Export Control.

AUGUST 27, 1941.

[F. R. Doc. 41-6471; Filed, August 28, 1941; 9:49 a. m.]

Notices

WAR DEPARTMENT.

[Contract No. W-ORD-516]

SUMMARY OF COST-PLUS-A-FIXED-FEE
NEW ORDNANCE FACILITY CONSTRUCTION
AND OPERATION CONTRACTCONTRACTOR: LONE STAR DEFENSE CORPORATION,
AKRON, OHIOContract¹ for: Furnishing management service (including subcontracts for¹ Approved by the Under Secretary of War, July 28, 1941.

architect-engineer services and construction of a new ordnance facility and installation of equipment therein), procuring production equipment, training key personnel for and operating a new ordnance facility for the loading of fixed rounds, shells, bombs, boosters, fuzes, detonators, and artillery primers.

Place: Near Texarkana, Texas.

Estimated Cost of management service (including cost of architect-engineer and construction subcontracts) under Title I: \$27,232,536.00.

Fixed-Fee for management service under Title I: \$120,781.00.

Estimated Cost of procuring equipment under Title II: \$5,987,600.00.

Fixed-Fee for procuring equipment under Title II: \$45,470.00.

Estimated Cost of Training Key Personnel under Title III (Optional): \$250,000.00.

Fixed-Fee for Training Key Personnel under Title III: \$1.00.

Estimated Cost of operation under Title IV (Optional): \$44,690,000.00.

Fixed-Fee for operation under Title IV: \$480,000.00.

The new ordnance facility, services and supplies to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

ORD 27,030 P99 A0141-02

ORD 27,031 P99 A0141-02

ORD 50,177 P510-31 A0025-13

ORD 50,178 P531-32 A0025-13

This contract, entered into this 23rd day of July 1941.

TITLE I—Management Service

ARTICLE I-A. Description of new ordnance facility. The new ordnance facility, hereinafter referred to as the "Plant", and designated as Lone Star Ordnance Plant, shall comprise a plant at or near Texarkana, Texas, upon a site to be furnished and made available by the Government, for the loading of fixed rounds, shells, bombs, boosters, fuzes, detonators and artillery primers.

ART. I-B. Statement of work. 1. The Contractor shall, in the shortest reasonable time, furnish the labor, materials, tools, machinery, equipment, facilities, utilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of a Plant of the type and capacity described in Article I-A hereof.

2. In the performance of the work described in section 1 of this Article I-B:

a. The Contractor shall furnish management service covering supervision, direction and control of the designing (including designing of the production equipment), engineering and construction (including the installation of the production equipment) of the Plant, and subject to the approval of the Contracting Officer, establish, equip and main-

tain adequate guard and fire fighting forces.

b. The Contractor shall subcontract, on forms prescribed by The Quartermaster General, for Architect-Engineer services covering design (including necessary design of production equipment) and engineering and subcontract for the construction (including the installation of production equipment) of the Plant, with subcontractors selected by The Quartermaster General and approved by the Contractor.

4. The Government shall furnish the Contractor such available schedules of preliminary data, layout sketches, and other available information respecting sites, topography, soil conditions, outside utilities and equipment, and shall make available to the Contractor such Government designs, drawings, specifications, details, standards and safety practices as are on hand in the offices of the Chief of Ordnance and The Quartermaster General and are applicable to the design, construction, and equipping of the said Plant.

5. All of the Contractor's notes and other data concerning the design, construction and equipping of the Plant shall become the property of the Government.

ART. I-C. *Estimates.* It is estimated that the total cost of the work under this Title I will be approximately twenty-seven million two hundred thirty-two thousand five hundred thirty-six dollars (\$27,232,536.00), including the cost of all subcontracts but excluding the Contractor's fee and the procurement of production equipment provided for in Title II hereof.

ART. I-D. *Consideration.* As consideration for its undertaking under this Title I the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee in the amount of one hundred twenty thousand seven hundred eighty-one dollars (\$120,781.00) which shall constitute complete compensation for the Contractor's services, including profit.

TITLE II—Procurement of Production Equipment

ART. II-A. *Statement of work.* The Contractor shall, in the shortest reasonable time, determine the production equipment requirements for the Plant and shall, subject to the approval of the Contracting Officer, thereupon proceed to do all things necessary and incident to the procurement of the production equipment required.

ART. II-B. *Estimates.* It is estimated that the total cost under this Title II will be approximately five million nine hundred eighty-seven thousand six hundred dollars (\$5,987,600.00), exclusive of the Contractor's fee.

ART. II-C. *Consideration.* As consideration for its undertaking under this Title II the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee in the amount of forty-five thousand four hundred seventy dollars (\$45,470.00), which shall constitute complete compensation for the Contractor's services.

TITLE III—Training of Key Personnel (Optional)

ART. III-A. *Statement of work.* The obligation of the Contractor to proceed with the work under this Title III shall be conditioned upon receipt by the Contractor of notice in writing from the Contracting Officer so to do. Upon receipt by the Contractor of such notice, the Contractor shall hire or select the key personnel necessary for the operation of the Plant, and when such personnel is available shall proceed to train such personnel in the duties and functions of their respective positions, at the Contractor's plants, at Ordnance establishments, or elsewhere, in order that they will have obtained experience with the processes and operations involved in the Plant at any time when the Government shall exercise its option under Section 1 of Article IV-A of Title IV.

ART. III-B. *Estimate.* It is estimated that the cost of the work under this Title III will be approximately two hundred fifty thousand dollars (\$250,000.00), exclusive of the Contractor's fee.

ART. III-C. *Consideration.* As consideration for its undertaking under this Title III the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee of one dollar (\$1.00) which shall constitute complete compensation for the Contractor's services under this Title III, including profit.

TITLE IV—Operation of Plant (Optional)

ART. IV-A. *Statement of work.* 1. The obligation of the Contractor to proceed with the work under this Title IV shall be conditioned upon receipt by the Contractor within * * * months after the date of approval of this contract of the notice provided for in Section 1 of Article III-A of Title III hereof and receipt by the Contractor of notice in writing. Immediately upon receipt by the Contractor of such notice, and concurrently with the performance of the work required of it under Titles I, II and III hereof, the Contractor shall undertake all preparations necessary for the subsequent operation of the Plant, including the necessary training of personnel for such operation in addition to the key personnel trained pursuant to Title III hereof, and all other services incident to setting up an efficient and going operating force.

2. As each operating unit of the Plant is completed and ready for operation and the necessary preparation for operation and training of personnel has proceeded to a point where operation is practicable the Contractor shall so notify the Con-

tracting Officer in writing and shall proceed to operate it as directed from time to time by the Contracting Officer.

3. Notwithstanding the fact that the construction and equipping of the Plant as a whole shall not have been completed, when all operating units thereof are completed and ready for operation, the Contractor shall so notify the Contracting Officer in writing, and from and after the date of said notice the Contractor shall operate said Plant for a period of * * * months.

4. Upon written notice to the Contractor not less than * * * days before the anticipated completion of the operation provided for in Section 3 next above, the Government may, at its option, authorize the continued operation of the Plant for an additional period of * * * months, and the Contractor shall undertake such continued operation under the terms and conditions of this contract applicable to the operation of the Plant (including those relating to the fixed-fee for such additional operation, which fee shall be that provided in Section 3 of Article IV-C, hereof).

ART. IV-B. *Estimates.* It is estimated that the cost of the work under this Title IV will be forty-four million six hundred ninety thousand dollars (\$44,690,000.00), exclusive of the cost of continued operation covered by the option therefor provided in Section 4 of Article IV-A hereof, and exclusive of the Contractor's fee.

ART. IV-C. *Consideration.* As consideration for its undertaking under this Title IV the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V hereof.

2. A fixed-fee for the work under Sections 1, 2 and 3 of Article IV-A hereof in the amount of four hundred eighty thousand dollars (\$480,000.00), which fee shall constitute complete compensation (except for continued operation) for Contractor's services.

TITLE V—Cost of the Work and Payment Therefor

ART. V-A. *Reimbursement for contractor's expenditures.* The Contractor shall be reimbursed in the manner hereinafter described for its actual expenditures in the performance of the work under this contract, when approved or ratified by the Contracting Officer.

ART. V-B. *Payments—Reimbursement for cost.* 1. a. The Government will currently reimburse the Contractor for expenditures made in accordance with Article V-A of this Title V, upon certification and delivery to and verification by the Contracting Officer of the original signed pay rolls for labor, receipted invoices for materials, equipment, etc., or other evidence satisfactory to the Contracting Officer. Reimbursement will be made as promptly as possible, generally weekly, but may be made at more frequent intervals if the conditions so warrant. All payments made under this

paragraph a of Section 1 shall be subject to the provisions of Article V-C.

Payment of the fixed-fees. 2. a. The fixed-fee provided for in Article I-D of Title I shall be paid in partial payments, less ten percent (10%) of each such partial payment, as it accrues.

b. The fixed-fee provided for in Article II-C of Title II shall be paid in partial payments, less ten percent (10%) of each such partial payment, as it accrues.

c. The fixed-fee of One Dollar (\$1.00) provided for in Article III-C shall be paid upon the completion of the work provided therein.

d. The fixed-fee provided for in Section 2 of Article IV-C of Title IV shall be paid as follows:

(1) Sixty thousand dollars (\$60,000.00), payable in six (6) equal monthly installments of ten thousand dollars (\$10,000.00) each, less ten percent (10%) of each installment.

(2) One hundred twenty thousand dollars (\$120,000.00), payable in six (6) equal monthly installments of twenty thousand dollars (\$20,000.00) each, less ten percent (10%) of each installment.

(3) Three hundred thousand dollars (\$300,000.00), payable in twelve (12) equal monthly installments of twenty-five thousand dollars (\$25,000.00) each, less ten percent (10%) of each installment.

Final payment. 4. Upon completion of the work under Titles I and II and its final acceptance in writing by the Contracting Officer, and again upon the completion of the work under Title IV, the Government shall pay to the Contractor the unpaid balance of the cost of the work determined under Title V hereof, and of the fees.

ART. V-C. Advances. At any time, and from time to time, after the execution of this contract, the Government, at the request of the Contractor, and subject to the approval of the Chief of Ordnance as to the necessity therefor, shall advance to the Contractor without payment of interest thereon by the Contractor, a sum or sums not in excess of thirty percent (30%) of the estimated cost of the work under this contract. Such advance or advances shall be made in each case upon the furnishing of such surety bonds in such penal sums not exceeding the total aggregate advance as the Secretary of War may prescribe.

TITLE VI—Termination

ART. VI-A. Termination by Government. The Government may terminate this contract at any time by a notice in writing from the Contracting Officer to the Contractor.

TITLE VII—General

ART. VII-B. Changes. The Contracting Officer may at any time after consultation with the Contractor, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue addi-

tional instructions, require additional work but not to exceed, without the consent of the Contractor, * * * % of the original work, or direct the omission of work covered by the contract.

ART. VII-C. Title. The title to all work, completed or in the course of construction, preparation or manufacture shall be in the Government. Likewise, upon delivery at the site of the work, at an approved storage site or other place approved by the Contracting Officer and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under Title V hereof shall vest in the Government.

This contract is authorized by the following laws:

The Act of July 2, 1940 (Public No. 703, 76th Congress), and

The Act of June 30, 1941 (Public No. 139, 77th Congress).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6472; Filed, August 28, 1941;
9:50 a. m.]

[Contract No. W-ORD-523]

SUMMARY OF COST-PLUS-A-FIXED-FEE NEW ORDNANCE FACILITY CONSTRUCTION AND OPERATION CONTRACT

CONTRACTOR: COMMERCIAL SOLVENTS CORPORATION, NEW YORK, NEW YORK

Contract¹ for: Furnishing management service (including subcontracts for architect-engineer services and construction of a new ordnance facility and installation of equipment therein), procuring production equipment, training key personnel for and operating a new ordnance facility for the manufacture of anhydrous ammonia.

Place: Sterlington, Louisiana.

Estimated Cost of management service (including cost of architect-engineer and construction subcontracts) under Title I: \$2,775,250.00

Fixed-Fee for management service under Title I: \$47,500.00

Estimated Cost of procuring equipment under Title II: \$5,765,500.00

Fixed-Fee for procuring equipment under Title II: \$2,000.00

Estimated Cost of Training Key Personnel under Title III (Optional): \$50,000.00

Fixed-Fee for Training Key Personnel under Title III: \$1.00

Estimated Cost of operation under Title IV (Optional): \$672,000.00

Fixed-Fee for operation under Title IV: \$ * * * per ton.

¹ Approved by the Under Secretary of War, August 12, 1941.

The new ordnance facility services and supplies to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

ORD 15,028 P99 A0141-02

ORD 15,029 P99 A0141-02

ORD 50,191 P510-31 A0025-13

ORD 50,192 P540-30 A0025-13

This contract, entered into this 7th day of July, 1941.

TITLE I—Management Service

ARTICLE I-A. Description of new ordnance facility. 1. The new ordnance facility, hereinafter referred to as the "Plant", and designated as Dixie Ordnance Works, shall comprise a plant at or near Sterlington, Louisiana, upon a site (including the necessary rights-of-way and outlying pumping sites) to be furnished and made available by the Government, for the manufacture of anhydrous ammonia, having an estimated average daily capacity based on working * * * hours per day of * * * tons of such anhydrous ammonia.

2. Said Plant shall consist of the necessary buildings and structures, together with necessary utilities and appurtenances thereto, and all equipment necessary or appropriate in and about a plant (whether or not located on the site) for the manufacture of anhydrous ammonia of the capacity above stated, all of which is more particularly described in Appendix A which is attached hereto and specifically made a part hereof.

ART. I-B. Statement of work. 1. The Contractor shall, in the shortest reasonable time, furnish the labor, materials, tools, machinery, equipment, facilities, utilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of a Plant of the type and capacity described in Article I-A hereof.

2. In the performance of the work described in Section 1 of this Article I-B, the Contractor shall:

a. Furnish management service covering supervision, direction and control of the designing (including designing of the production equipment), engineering and construction (including the installation of the production equipment) of the Plant, and subject to the approval of the Contracting Officer, establish, equip and maintain adequate guard and fire fighting forces.

b. Subcontract, on forms prescribed by The Quartermaster General, for Architect-Engineer services covering design (including necessary design of production equipment) and engineering and for the construction (including the installation of production equipment) of the Plant, with subcontractors selected by The Quartermaster General and approved by the Contractor.

4. The Government shall furnish the Contractor such available schedules of preliminary data, layout sketches, and other available information respecting sites, topography, soil conditions, outside utilities and equipment, and shall make available to the Contractor such Government designs, drawings, specifications, details, standards and safety practices as are on hand in the offices of the Chief of Ordnance and The Quartermaster General and are applicable to the design, construction, and equipping of the said Plant.

5. All of the Contractor's notes and other data concerning the design, construction and equipping of the Plant shall become the property of the Government.

ART. I-C. *Estimates.* It is estimated that the total cost of the work under this Title I will be approximately two million seven hundred seventy five thousand two hundred fifty dollars (\$2,775,250.00), including the cost of all subcontracts but excluding the Contractor's fee and the procurement of production equipment provided for in Title II hereof.

ART. I-D. *Consideration.* As consideration for its undertaking under this Title I the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee in the amount of forty seven thousand five hundred dollars (\$47,500.00) which shall constitute complete compensation for the Contractor's services, including profit.

TITLE II—Procurement of Production Equipment

ART. II-A. *Statement of work.* 1. The Contractor shall, in the shortest reasonable time, determine the production equipment requirements for the Plant and shall, subject to the approval of the Contracting Officer, thereupon proceed to do all things necessary and incident to the procurement of the production equipment required, by subcontract or otherwise.

ART. II-B. *Estimates.* It is estimated that the total cost under this Title II will be approximately five million seven hundred sixty five thousand five hundred dollars (\$5,765,500.00), exclusive of the Contractor's fee.

ART. II-C. *Consideration.* As consideration for its undertaking under this Title II the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee in the amount of two thousand dollars (\$2,000.00) which shall constitute complete compensation for the Contractor's services.

TITLE III—Training of Key Personnel (Optional)

ART. III-A. *Statement of work.* The obligation of the Contractor to proceed with the work under this Title III shall

be conditioned upon receipt by the Contractor of notice in writing from the Contracting Officer so to do. Upon receipt by the Contractor of such notice, the Contractor shall hire or select the key personnel necessary for the operation of the Plant, and when such personnel is available shall proceed to train such personnel in the duties and functions of their respective positions, at the Contractor's plants or elsewhere, in order that they will have obtained experience with the processes and operations involved in the Plant at any time when the Government shall exercise its option under Section 1 of Article IV-A of Title IV.

ART. III-B. *Estimate.* It is estimated that the cost of the work under this Title III will be approximately fifty thousand dollars (\$50,000.00), exclusive of the Contractor's fee.

ART. III-C. *Consideration.* As consideration for its undertaking under this Title III the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee of one dollar (\$1.00) which shall constitute complete compensation for the Contractor's services under this Title III, including profit.

TITLE IV—Operation of Plant (Optional)

ART. IV-A. *Statement of work.* 1. The obligation of the Contractor to proceed with the work under this Title IV shall be conditioned upon receipt by the Contractor of the notice provided for in Section 1 of Article III-A of Title III and receipt within * * * months after the date of approval of this contract of notice in writing from the Contracting Officer to proceed with the work under this Title IV. Immediately upon receipt by the Contractor of such last-mentioned notice, and concurrently with the performance of the work required of it under Titles I, II and III hereof, the Contractor shall undertake all preparations necessary for the subsequent operation of the Plant, including the necessary training of personnel for such operation in addition to the key personnel trained pursuant to Title III hereof, and all other services incident to setting up an efficient and going operating force.

2. As each operating unit of the Plant is completed and ready for operation and the necessary preparation for operation and training of personnel has proceeded to a point where operation is practicable the Contractor shall proceed to operate it as directed from time to time by the Contracting Officer.

3. Notwithstanding the fact that the construction and equipping of the Plant as a whole shall not have been completed, when all operating units thereof are completed and ready for operation the Contractor shall so notify the Contracting Officer in writing, and from and after the date of said notice the Contractor shall operate said Plant for the manufacture of * * * net tons of

anhydrous ammonia which it is estimated will require * * * months after the commencement of operation of the plant. If during this period of * * * months the plant can manufacture more than 42,000 net tons of anhydrous ammonia, the Government shall have the right to require the Contractor to produce any anhydrous ammonia it may desire within the then capacity of the plant.

4. Upon written notice to the Contractor not less than * * * days before the anticipated completion of the operation provided for in section 3 next above, the Government may, at its option, authorize the continued operation of the Plant for the manufacture of such additional anhydrous ammonia as the Government may desire within the capacity of the plant for an additional period of * * * months and the Contractor shall undertake such continued operation under the terms and conditions of this contract applicable to the operation of the Plant (including those relating to the fixed-fee for such additional operation, which fee shall be that provided in section 3 of Article IV-C, hereof).

ART. IV-B. *Estimates.* It is estimated that the cost of the work under this Title IV will be six hundred seventy-two thousand dollars (\$672,000.00), exclusive of the cost of continued operation covered by the option therefor provided in section 4 of Article IV-A hereof, and exclusive of the Contractor's fee.

ART. IV-C. *Consideration.* As consideration for its undertaking under this Title IV the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V hereof.

2. A fixed-fee for operation provided in section 3 of Article IV-A of Title IV, of * * * per ton on the initial quantity of anhydrous ammonia produced hereunder and accepted by the Government; which fee shall constitute complete compensation (except for continued operation) for Contractor's services.

TITLE V—Cost of the Work and Payment Therefor

ART. V-A. *Reimbursement for Contractor's Expenditures.* The Contractor shall be reimbursed in the manner hereinafter described for such of its actual expenditures in the performance of the work under this contract, as may be approved or ratified by the Contracting Officer.

ART. V-B. *Payments—Reimbursement for Cost.* 1. a. The Government will currently reimburse the Contractor for expenditures made in accordance with Article V-A of this Title V, upon certification and delivery to and verification by the Contracting Officer of the original signed pay rolls for labor, the receipted invoices for materials, equipment, etc., or other evidence satisfactory to the Contracting Officer. Reimbursement will be made as promptly as possible, generally

weekly, but may be made at more frequent intervals if the conditions so warrant. All payments made under this paragraph a of section 1 shall be subject to the provisions of Article V-C.

Payment of the Fixed-Fees. 2. a. The fixed-fee provided for in Article I-D of Title I shall be paid in partial payments, less ten percent (10%) of each such partial payment, as it accrues.

b. The fixed-fee provided for in Article II-C of Title II shall be paid in partial payments, less ten percent (10%) of each such partial payment, as it accrues.

c. The fixed-fee of one dollar (\$1.00) provided for in Article III-C shall be paid upon the completion of the work provided therein.

d. Ninety per cent (90%) of the fixed-fee provided for in Article IV-C of Title IV shall be paid promptly after the close of the calendar month in which such finished product is inspected and accepted.

Final payment. 4. Upon completion of the work under Titles I and II and its final acceptance in writing by the Contracting Officer, and again upon the completion of the work under sections 3 and 4 respectively of Article IV-A of Title IV, the Government shall pay to the Contractor the unpaid balance of the cost of the work determined under Title V hereof, and of the fees.

ART. V-C. Advances. At any time, and from time to time, after the execution of this contract the Government, at the request of the Contractor, and subject to the approval of the Chief of Ordnance as to the necessity therefor, shall advance to the Contractor without payment of interest thereon by the Contractor, a sum or sums not in excess of thirty percent (30%) of the estimated cost of the work under this contract. Such advance or advances shall be made in each case upon the furnishing of such surety bonds in such penal sums not exceeding the total aggregate advance as the Secretary of War may prescribe.

TITLE VI—Termination of Contract; Disposition of Plant

ART. VI-A. Termination by Government. The Government may terminate this contract at any time by a notice in writing from the Contracting Officer to the Contractor.

ART VI-A. Disposition of Plant. 2. At any time within five years after the completion of the entire Plant, and its acceptance by the Government, the Contractor shall have the right and option, to be exercised by written notice from the Contractor to the Contracting Officer, to purchase the Plant (including land and easements acquired in connection therewith) at a price equal to the total cost of said Plant (including the cost of acquiring the land and easements but not including the fixed-fee paid to the Contractor under Articles I-D and II-C hereof).

6. In the event that the Contractor shall purchase the Plant under the terms

of this Article VI-B, the Contractor agrees that so long as and to the extent that it owns and operates said Plant for the manufacture of ammonia, it will make such Plant available under the Contractor's management for the Government during any emergency that may arise, upon terms to be negotiated.

TITLE VII—General

ART. VII-C. Changes. The Contracting Officer may at any time after consultation with the Contractor, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

ART. VII-D. Title. The title to all work, completed or in the course of construction, preparation or manufacture shall be in the Government. Likewise, upon delivery at the site of the work, at an approved storage site or other place approved by the Contracting Officer and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under Title V hereof shall vest in the Government.

This contract is authorized by the following laws: The Act of July, 2, 1940 (Public, No. 703, 76th Congress), and the Act of June 30, 1941 (Public, No. 139, 77th Congress).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6473; Filed, August 28, 1941;
9:50 a. m.]

[Contract No. W-398-qm-13; O. I. #13]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: INDIAN MOTORCYCLE COMPANY
SPRINGFIELD, MASSACHUSETTS

Contract for: Motorcycles, solo.
Amount: \$2,079,055.00.

Place: Holabird Quartermaster Depot,
Baltimore, Maryland.

This contract, entered into this 19th
day of June 1941.

Scope of this contract. The contractor shall furnish and deliver * * * motorcycles for the consideration stated two million, seventy-nine thousand and fifty-five dollars in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

Variations: Quantities listed hereon are subject to increase (or decrease) of not to exceed * * * %. This increase option to remain in effect until * * *.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 22000 P 243-30 A 0022-13 the available balance of which is sufficient to cover cost of same.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director
of Purchases and Contracts.

[F. R. Doc. 41-6474; Filed, August 28, 1941;
9:50 a. m.]

[Contract No. W 7030 qm-7; O. I. No. 178¹]

SUMMARY OF FIXED-FEE CONTRACT FOR ARCHITECT-ENGINEER SERVICES

ARCHITECT-ENGINEER: ALLIED ENGINEERS
AND ARCHITECTS, SUITE 463, M'CLELLAND
BUILDING, LEXINGTON, KENTUCKY

Amount fixed fee: \$26,050.00.

Estimated cost of construction project: \$2,090,000.00.

Type of construction project: Construction of a Signal Corps Storage Depot.

Location: Avon, Kentucky.

Type of service: Architect-Engineer.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 7477 781-76 A0540.067-N, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 25th day of April 1941.

Description of the work. The Architect-Engineer shall perform all the nec-

¹ Approved by the Under Secretary of War, May 14, 1941.

essary services provided under this contract for the following described project: Construction of a Signal Corps Storage Depot, including necessary buildings, temporary structures, utilities and appurtenances thereto, located at or in the vicinity of Avon, Kentucky.

Data to be furnished by the Government. The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications, and applicable Government standards, designs, drawings and specifications.

Fixed-fee and reimbursement of expenditures. In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following: A fixed fee in the amount of twenty-six thousand fifty dollars (\$26,050.00) which shall constitute complete compensation for the Architect-Engineer's services.

The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract.

Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and 90% of the amount of the Architect-Engineer's fixed fee earned.

Drawings and other data to become property of Government. All drawings, designs and specifications are to become the property of the Government on completion of payments.

Changes in scope of project: The Contracting Officer may, at any time, by a written order, issue additional instructions, require additional work or services, or direct the omission of work or services covered by this contract.

Termination for cause or for convenience of the Government. The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public No. 611—76th Congress, Approved June 13, 1940.

Public No. 703—76th Congress, Approved July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6475; Filed, August 28, 1941; 9:51 a. m.]

[Contract No. W 7030 qm-12; O. I. No. 202¹]

SUMMARY OF FIXED FEE CONSTRUCTION CONTRACT

CONTRACTOR: FRANK MESSER & SONS, INC.
2515 BURNET AVENUE, CINCINNATI, OHIO

Contract for construction of: Lexington Signal Corps Depot.

Location: Avon, Kentucky.

Fixed fee: \$56,700.

Estimated construction cost exclusive of fixed fee: \$2,036,500.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same. QM 23625 C. B. U. & A., P-99 A-0540-N.

This contract, entered into this 2d day of August 1941.

ARTICLE I. Statement of work. 1. The constructor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: The construction of a Signal Corps Storage Depot, including necessary buildings, temporary structures, utilities and appurtenances thereto at Avon, Kentucky.

2. It is estimated that the construction cost of the work covered by this contract will be two million thirty-six thousand five hundred dollars (\$2,036,500.) exclusive of the Constructor's fee.

In consideration for his undertaking under this contract the Constructor shall receive the following:

(a) Reimbursement for expenditures as provided in Article II.

(b) Rental for Constructor's equipment as provided in Article II.

(c) A fixed fee in the amount of fifty-six thousand seven hundred dollars (\$56,700.) which shall constitute complete compensation for the Constructor's services, including profit and all general overhead expenses.

4. The Contracting Officer may, at any time, without notice to the sureties, if any, by a written order, issue additional instructions, require additional work or services, or direct the omission of work or services covered by this contract.

5. The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies for which the Constructor shall be entitled to be reimbursed under Article II, shall vest in the Government.

¹ Approved by the Under Secretary of War, August 11, 1941.

ART. III. Payments. 1. *Reimbursement for cost.* The Government will currently reimburse the Constructor for expenditures made in accordance with Article II upon certification to and verification by the Contracting Officer of the original of signed payrolls, for labor, the receipted invoices for materials, and such other documents as the Contracting Officer may require. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

2. *Rental for constructor's equipment.* Rental as provided in Article II for such construction plant or parts thereof as the Constructor may own and furnish shall be paid monthly upon presentation of proper vouchers.

3. *Payment of the fixed fee.* Ninety percent (90%) of the fixed fee set out in Article I shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates submitted to and approved by the Contracting Officer.

5. *Final payment.* Upon completion of the work and its final acceptance in writing by the Contracting Officer, the Government shall pay to the Constructor the unpaid balance of the cost of the work determined under Article II hereof, and of the fee.

ART. VI. Termination of Contract by Government. The Government may terminate this contract at any time by a notice in writing from the Contracting Officer to the Constructor.

This contract is authorized by the following law:

Public No. 139—77th Congress, Approved June 30, 1941.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of
Purchases and Contracts.

[F. R. Doc. 41-6476; Filed, August 28, 1941; 9:51 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. 1618-FD]

IN THE MATTER OF VIRGIL BROWNE,
(QUALITY COAL COMPANY), DEFENDANT

CEASE AND DESIST ORDER

A complaint having been filed on March 19, 1941, with the Bituminous Coal Division, pursuant to the provisions of section 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, by the Bituminous Coal Producers Board for District 12, alleging wilful violation by the above-named defendant, a code member in District 12, of the Bituminous Coal Code or Rules and Regulations thereunder, as follows:

That the defendant with full knowledge of the requirements contained in the Schedule of Effective Minimum Prices for District No. 12 for Truck Shipments and with intent to violate the same and in violation thereof, sold, during the months of January and February 1941, more than 300 tons of standard lump coal produced at his mine near Mystic, Iowa, (Mine Index No. 613), to various parties located at Centerville, Iowa, at a delivered price of \$3.00 per ton, which violation was accomplished by failing to add not less than the actual cost of transportation to the minimum f. o. b. mine price on deliveries made with transportation facilities owned by the defendant;

Pursuant to an Order of the Director and after notice to all interested persons, a hearing having been held in this matter on May 26, 1941, in Centerville, Iowa;

All parties having waived the preparation and filing of a report by the Examiner; a record in this proceeding having been thereupon submitted to the Director; and the Director having made Findings of Fact, Conclusions of Law, and having rendered an Opinion, which are filed herewith:

It is ordered, That the defendant, his officers, representatives, agents, servants, employees, and attorneys, and all persons acting or claiming to act in his behalf or interest, cease and desist, and they are hereby permanently enjoined and restrained from selling and offering to sell coal produced by the defendant at less than the applicable minimum prices as established under the Bituminous Coal Act or any Rules and Regulations promulgated thereunder, the Bituminous Coal Code, the Schedule of Effective Minimum Prices for Truck Shipments for District 12, and Marketing Rules and Regulations.

It is further ordered, That if the defendant fails to comply with this Order, the Division may forthwith apply to the Circuit Court of Appeals of the United States within any Circuit where such defendant carries on business or the United States Circuit Court of Appeals for the District of Columbia for the enforcement hereof.

Dated: August 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-6478; Filed, August 28, 1941;
9:59 a. m.]

[Docket No. A-816]

PETITION OF THE CONSUMERS' COUNSEL DIVISION FOR THE ELIMINATION OF SEPARATE PRICES FOR "DOMESTIC" AND "INDUSTRIAL" USE IN THE PRICE SCHEDULES FOR DISTRICTS 7, 8, 9 AND 13 FOR SHIPMENT TO ALL MARKET AREAS

ORDER DISMISSING PETITION

The original petitioner having moved that the proceedings in the above-entitled matter be dismissed without prejudice, and there having been no opposition thereto;

Now, therefore, it is ordered, That the original petition in the above-entitled matter be dismissed without prejudice.

Dated: August 27, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-6479; Filed, August 28, 1941;
9:59 a. m.]

[Docket No. A-487]

PETITION OF DISTRICT BOARD NO. 15 FOR REVISION OF PRICE CLASSIFICATIONS AND MINIMUM PRICES OF THE COALS OF CERTAIN MINES IN DISTRICT NO. 15 BY CHANGING THE TERRITORIAL LIMITS OF ITS MARKET AREAS NOS. 75 AND 208 OR BY SOME OTHER METHOD

ORDER OF THE DISTRICT DENYING FINAL RELIEF

An original petition in the above-entitled matter having been duly filed with the Bituminous Coal Division, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, and Order No. 303 of the Division, by District Board 15, requesting revision of price classifications and minimum prices of the coals of certain mines in District 15 by changing the territorial limits of its Market Areas Nos. 75 and 208, or by some other method; and

A public hearing on the temporary and permanent relief requested in said petition having been held before Charles O. Fowler, a duly designated Examiner of the Division, at a hearing room thereof, in the Federal Building, Kansas City, Missouri, on February 4 and 6, 1941; and

No petitions of intervention having been filed with the Division within the time allotted therefor; and

All parties at the hearing having joined in waiving the preparation and filing of a report by the Examiner, and the record in the matter having thereupon been submitted to the Director; and

The Director having made Findings of Fact and Conclusions of Law and having rendered an Opinion in this matter, which are filed herewith;

Now, therefore, it is ordered, That the prayer for relief contained in the petition herein of District Board 15 be and it hereby is denied.

Dated: August 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-6480; Filed, August 28, 1941;
9:59 a. m.]

[Docket No. A-704]

PETITION OF DISTRICT BOARD NO. 7 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR SHIPMENT BY TRUCK OF CERTAIN COALS OF CERTAIN MINES OF THE NEW RIVER COMPANY, A CODE MEMBER IN DISTRICT NO. 7

ORDER DENYING RELIEF

A petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been filed with the Bituminous Coal

Division by District Board 7, seeking temporary and permanent establishment of minimum prices for shipment by truck of "refuse fuel" produced at 11 mines of The New River Company, a code member producer in District 7;

A hearing in this matter having been held pursuant to an Order of the Director and after due notice thereof, before a duly designated Examiner of the Division, at a hearing room of the Division at 734 Fifteenth Street NW., in Washington, D. C., at which hearing all interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses, and otherwise be heard;

The preparation and filing of a report by the Examiner having been waived and the record thereupon having been submitted to the undersigned;

The Director having made Findings of Fact and Conclusions of Law and having rendered an Opinion in this matter, which are filed herewith;

Now, therefore, it is ordered, That the prayers for relief contained in the petition herein be and they are hereby denied.

Dated: August 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-6481; Filed, August 28, 1941;
9:59 a. m.]

[Docket No. 1644-FD]

IN THE MATTER OF C. E. HOUGHTON,
DEFENDANT

ORDER OF THE DIRECTOR REVOKING AND CANCELLING CODE MEMBERSHIP

A complaint having been filed on March 20, 1941, with the Bituminous Coal Division, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, by District Board 12, complainant, alleging, *inter alia*, that the defendant, C. E. Houghton, a code member in District 12, operating Mine Index No. 609, wilfully violated the Bituminous Coal Code or rules and regulations thereunder, as follows:

That the defendant with full knowledge of the requirements contained in the Schedule of Effective Minimum Prices for District 12, and with intent to violate the same and in violation thereof, sold, for shipment by truck during October 1, 1940 and February 1941, several carloads of screenings at a price of \$2.42 per ton delivered from his mine near Hamilton, Iowa to Des Moines, Iowa, which is less than the effective minimum price;

Pursuant to an Order of the Director and after due notice to all interested persons, a hearing having been held in this matter on May 29, 1941, at a hearing room of the Division in Des Moines, Iowa;

All parties having joined in the waiving of a preparation and the filing of a report by the Examiner and a record of the proceedings thereupon having been submitted to the Director for his consideration;

The Director having made Findings of Fact, Conclusions of Law, and having

rendered an Opinion, which are filed herewith in which it was concluded that the defendant's code membership should be revoked;

Now, therefore, it is ordered, That the code membership of the defendant, C. E. Houghton, a code member in District 12 be and it is hereby revoked and cancelled;

And it is further ordered, That prior to any reinstatement of the defendant, C. E. Houghton, to membership in the Code, the defendant shall pay to the United States a tax in the amount of \$119.27 as provided in section 5 (c) of the Bituminous Coal Act of 1937.

Dated: August 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-6482; Filed, August 28, 1941;
10:00 a. m.]

[Docket No. A-520]

PETITION OF THE WHEELING TOWNSHIP COAL MINING COMPANY, A PRODUCER IN DISTRICT NO. 4, FOR REVISION OF PRICES OF COAL IN SIZE GROUP 8 FOR SALE TO THE PLANT OF THE DU PONT COMPANY AT BUFFALO, NEW YORK, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

MEMORANDUM OF OPINION AND ORDER

On January 25, 1941, following an informal conference in this docket, the Director issued a temporary order, pending final settlement, permitting a reduction of \$0.20 per ton in minimum prices for the petitioner's Size Group 8 coals, when sold to the du Pont plant in Buffalo, New York, Market Area 4, in amounts not exceeding 3800 tons per month, for use in the pulverized fuel unit.

Following the final hearing, the Examiner, on August 6, 1941, submitted to the Director a report of Proposed Findings of Fact and Conclusions of Law, in which he recommended that the Petitioner's request for a reduction in minimum prices of Size Group 8 coals, for sale to the du Pont plant, be denied.

On August 16, 1941, District Board 1 filed a motion with the Director, seeking the rescinding of temporary relief granted on January 25. Petitioner, Wheeling Township Coal Mining Company, has filed objections to this motion.

In view of the importance of the issues it appears desirable that all of the facts should be presented to the Director for full consideration before taking further action in this docket. Because of the interrelated character of the questions involved, Docket No. A-520 was consolidated with Docket Nos. A-367 and A-488 for purposes of hearing, and a consolidated report on all the issues raised was prepared by the Examiner. Various interested parties have indicated their intention to file briefs with the Director on certain of the matters at issue. Until these arguments are presented and until full consideration has been given to related questions in these dockets, I am of

the opinion that further action in Docket No. A-520 should not be taken.

Now, therefore, it is ordered, That the motion of District Board 1 be, and it hereby is, denied.

Dated: August 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-6483; Filed, August 28, 1941;
10:00 a. m.]

[Docket No. 1546-FD]

IN THE MATTER OF SHERMAN GUY, ED. SPRAIN, AND BOB HUNLEY, DEFENDANTS¹

MEMORANDUM OPINION OF THE DIRECTOR AND CEASE AND DESIST ORDER

This proceeding was instituted on a complaint filed with the Bituminous Coal Division on February 6, 1941, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, by Bituminous Coal Producers Board for District No. 8, complainant. The complaint alleged that the defendants, Sherman Guy, Ed. Sprain, and Bob Hunley, code members, wilfully violated the Bituminous Coal Code or rules and regulations thereunder, as follows:

By selling on January 13, 1941, to one Behson, for shipment by truck, 1 and 1/20th tons of lump coal (Size Group 1) at \$2.50 per net ton f. o. b. at the mine, and selling from October 1, 1940, to February 6, 1941, to one Parker, for truck shipment, in excess of 200 tons of nut or stoker coal (Size Group 5) at \$1.85 per net ton f. o. b. the mine. The coal in question was produced at defendants' mine (Mine Index No. 1992) at Habersham, Campbell County, Tennessee. The effective minimum prices for such coals are \$3.00 per net ton f. o. b. the mine for lump coal (Size Group 1), and \$2.15 per net ton f. o. b. the mine for nut or stoker coal (Size Group 5).

Pursuant to an Order of the Director, and after due notice to interested persons, a public hearing in this matter was held on March 20, 1941, before a duly designated Examiner of the Division, at a hearing room thereof, Knoxville, Tennessee.

Appearances were entered for the complainant and the defendants. The Examiner's report was waived by the parties. No evidence was introduced at the hearing and the case was thereupon presented to the Director for his consideration upon the basis of a written stipulation signed by defendants in which they admit the violations, explain the reasons why they sold coal below the established minimum prices, and consent to the issuance of a Cease and Desist Order.

On the basis of the record in this matter, including the written stipulation, which is an unqualified admission by the defendants to the violations charged in

¹ Throughout the proceedings in this case, the captions have been entitled "In the matter of Sherman Guy, Ed. Sprain, and Bob Hunley," whereas they should read, "In the matter of Sherman Guy, Ed. Sprain, and Bob Hunley."

the complaint, I accordingly find and conclude that the defendants, Sherman Guy, Ed. Sprain, and Bob Hunley, each wilfully violated the provisions of section 4 II (e) of the Bituminous Coal Act; the Bituminous Coal Code; the Schedule of Effective Minimum Prices for District No. 8 for Truck Shipments; and the Marketing Rules and Regulations. Pursuant to section 5 (b) of the Act, the code membership of each producer may be revoked for such violation, however, in view of the extenuating circumstances recited in the stipulation;

It is ordered, That Sherman Guy, Ed. Sprain, and Bob Hunley, their officers, representatives, agents, servants, employees, and attorneys, and all persons acting or claiming to act in their behalf or interest, cease and desist and they hereby are permanently enjoined and restrained from selling or offering to sell coal produced by the defendants at less than the applicable minimum prices established therefor contrary to the Bituminous Coal Act or any rules or regulations promulgated thereunder; the Bituminous Coal Code; the Schedule of Effective Minimum Prices for District No. 8 for Truck Shipments; and the Marketing Rules and Regulations.

It is further ordered, That upon the failure or neglect of the defendants to comply with this Order, the Division may forthwith apply to the Circuit Court of Appeals of the United States within any circuit where such defendants carry on business, or the United States Circuit Court of Appeals for the District of Columbia, for the enforcement thereof, or take any other appropriate action.

Dated: August 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-6484; Filed, August 28, 1941;
10:00 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

[Administrative Order No. 125]

ACCEPTANCE OF RESIGNATION FROM AND APPOINTMENT TO INDUSTRY COMMITTEE NO. 33 FOR THE PASSENGER MOTOR CARRIER INDUSTRY

By virtue of and pursuant to the authority vested in me by the Fair Labor Standards Act of 1938, I, Philip B. Fleming, Administrator of the Wage and Hour Division, Department of Labor,

Do hereby accept the resignation of Mr. Hawley S. Simpson from Industry Committee No. 33 for the Passenger Motor Carrier Industry and do hereby appoint in his place, as a representative for the employers in the industry, Mr. Clinton D. Smith, of Norristown, Pennsylvania.

Signed at Washington, D. C., this 27th day of August 1941.

PHILIP B. FLEMING,
Administrator.

[F. R. Doc. 41-6489; Filed, August 28, 1941;
11:42 a. m.]

CIVIL AERONAUTICS BOARD.

[Docket No. 442]

IN THE MATTER OF THE APPLICATION OF PAN AMERICAN AIRWAYS CO. (DELAWARE) FOR A TEMPORARY CERTIFICATE OF CONVENIENCE AND NECESSITY UNDER SECTION 401 OF THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED

NOTICE OF HEARING

The above-entitled proceeding, being the application of Pan American Airways Company (Delaware), for a temporary certificate of public convenience and necessity authorizing it to engage in the scheduled transportation of persons, property, and mail between the United States and Africa, is hereby assigned for public hearing on Thursday, September 4, 1941, 10 o'clock a. m. (Eastern Standard Time), in the offices of the Civil Aeronautics Board, Commerce Building, 14th and Constitution Ave. NW., Washington, D. C.

Dated Washington, D. C., August 26, 1941.

By the Board,

[SEAL]

THOMAS G. EARLY,
Secretary.

[F. R. Doc. 41-6469; Filed, August 27, 1941; 4:11 p. m.]

FEDERAL SECURITY AGENCY.

Food and Drug Administration.

[Docket No. FDC-33]

IN THE MATTER OF A DEFINITION AND STANDARD OF IDENTITY FOR EACH OF THE FOLLOWING FOODS: MACARONI; SPAGHETTI; VERMICELLI; MACARONI PRODUCT; NOODLES, EGG NOODLES; NOODLE PRODUCT, EGG NOODLE PRODUCT, EGG MACARONI PRODUCT

NOTICE OF HEARING

Notice is hereby given that the Administrator of the Federal Security Agency, upon his own initiative and in accordance with the provisions of the Federal Food, Drug, and Cosmetic Act, secs. 401 and 701, 21 U.S.C. secs. 341 and 371 (Supp. V, 1939), will hold a public hearing commencing at 10 o'clock in the morning of September 29, 1941, in Room 1039, South Building, Independence Avenue, between 12th and 14th Streets SW., Washington, D. C., for the purpose of receiving evidence upon the basis of which regulations may be promulgated fixing and establishing a definition and standard of identity for each of the foods named in the caption hereof.

The proposed definitions and standards of identity, which are subject to adoption, rejection, amendment, or modification, in whole or in part, as the evidence of record at the hearing may require, are as follows:

§ 16.000 *Macaroni—identity.* (a) Macaroni is the food prepared from dough made from semolina, durum flour, farina, or flour, or any combination of two

or more of these, with water and with or without salt as seasoning, by forming the dough into units and drying the units. Such food contains not less than ---- percent (to be fixed within the range of 87 percent to 89 percent) of total solids as determined by the method prescribed in "Official and Tentative Methods of Analysis of the Association of Official Agricultural Chemists", Fifth Edition, 1940, page 235, under "Vacuum Oven Method—Official".

(b) Macaroni is in units which are tube shaped and are not more than 0.25 inch in outside diameter.

§ 16.001 *Spaghetti—identity.* Spaghetti is the food which conforms to the requirements for macaroni prescribed by section 16.000 (a), and is in units which are cord-shaped (not tubular) and are more than 0.06 inch, but not more than 0.11 inch, in diameter.

§ 16.002 *Vermicelli—identity.* Vermicelli is the food which conforms to the requirements for macaroni prescribed by § 16.000 (a), and is in units which are cord-shaped (not tubular) and are not more than 0.06 inch in diameter.

§ 16.003 *Macaroni product—identity.* Macaroni product is the food which conforms to the requirements for macaroni prescribed by § 16.000 (a), and is in units which are of such shape and size that they do not conform to the shape and size of units prescribed for macaroni by § 16.000 (b), or for spaghetti as prescribed by § 16.001, or for vermicelli as prescribed by § 16.002.

§ 16.010 *Noodles, egg noodles—identity.* Noodles, egg noodles, is the food prepared from dough made from semolina, durum flour, farina, or flour, or any combination of two or more of these with liquid eggs, frozen eggs, dried eggs, egg yolks, frozen yolks, or dried yolks, or any combination of two or more of these, with or without water, by forming the dough into ribbon-shaped units and drying the units. The dough may be seasoned with salt. Noodles contain not less than two percent (to be fixed within the range of 87 percent to 89 percent) of total solids as determined by the method prescribed in "Official and Tentative Methods of Analysis of the Association of Official Agricultural Chemists", Fifth Edition, 1940, page 235, under "Vacuum Oven Method—Official." The total solids of noodles contain not less than two percent (to be fixed within the range of 5.5 percent to 6.5 percent) of egg solids.

§ 16.011 *Noodle product, egg noodle product, egg macaroni product—identity.* Noodle product, egg noodle product, egg macaroni product, is the food which conforms to the definition and standard of identity prescribed for noodles by § 16.010, except that it is in units which are not ribbon-shaped.

All interested persons are invited to attend the hearing, either in person or by representative, and to offer evidence relevant and material to the subject matter of the proposals, including evidence

upon the addition of vitamins and minerals to the foods named in the caption hereof, and upon the names of the products containing such added ingredients.

Alanson W. Willcox hereby is designated as presiding officer to conduct the hearing, in the place of the Administrator, with full authority to administer oaths and affirmations and to do all other things appropriate to the conduct of the hearing.

The hearing will be conducted in accordance with the rules of practice provided for such hearings, as published in 21 Code of Federal Regulations, §§ 2.701-2.715 (Supp. 1939).

In lieu of personal appearance, interested persons may offer affidavits by delivering the same to the presiding officer at Room 2242, South Building, Independence Avenue, between 12th and 14th Streets SW., Washington, D. C., not later than the day of the opening of the hearing. Such affidavits must be submitted in quintuplicate, and, if relevant and material, may be received and made a part of the record at the hearing, but the Administrator will consider the lack of opportunity for cross-examination in determining the weight to be given to statements made in affidavits. Every interested person will be permitted to examine the affidavits offered and to file counter-affidavits with the presiding officer.

Washington, D. C., August 27th, 1941.

PAUL V. McNUTT,
Federal Security Administrator.

[F. R. Doc. 41-6485; Filed, August 28, 1941; 10:23 a. m.]

Social Security Board.

CERTIFICATION TO THE COMMISSIONER OF LABOR OF THE STATE OF GEORGIA PURSUANT TO SECTION 1602 OF THE INTERNAL REVENUE CODE

The Commissioner of Labor of the State of Georgia having duly submitted to the Social Security Board, pursuant to the provisions of section 1602 (b) (3) of the Internal Revenue Code, as amended, the Georgia unemployment compensation law; and

The Social Security Board having considered the provisions of said law to determine whether or not reduced rates of contributions are allowable thereunder under conditions fulfilling the requirements of section 1602 of the Internal Revenue Code;

The Board hereby finds that:

(1) Said law provides for a pooled fund as defined in section 1602 (c) (2) of the Internal Revenue Code; and

(2) Reduced rates of contributions under said law to such pooled fund are allowable only in accordance with the provisions of section 1602 (a) (1) of the Internal Revenue Code.

Pursuant to the provisions of section 1602 (b) (3) of the Internal Revenue

Code, the Board hereby directs that the foregoing findings be certified to the Commissioner of Labor of the State of Georgia.

[SEAL] SOCIAL SECURITY BOARD,
GEORGE E. BIGGE,
Chairman.

AUGUST 15, 1941.

Approved:

PAUL V. McNUTT,
Administrator,

AUGUST 21, 1941.

[F. R. Doc. 41-6486; Filed, August 28, 1941;
10:23 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

IN THE MATTER OF ALLENDER COMPANY,
INCORPORATED, 42 BROADWAY, NEW
YORK, NEW YORK

ORDER REVOKING REGISTRATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 27th day of August, A. D. 1941.

The Commission having issued an order for proceedings and notice of hearing on the question of revocation of registration of Allender Company, Incorporated, and/or suspension of registration of Allender Company, Incorporated, pending final determination whether such registration shall be revoked pursuant to section 15 (b) of the Securities Exchange Act of 1934;

Notice having been duly served upon the registrant; hearings having been held at which the registrant appeared by counsel; and the trial examiner having filed his report; and

The Commission having duly considered the entire record in this proceeding and the briefs of counsel, having heard oral argument, being fully advised in the premises, and having entered its findings

as contained in the Findings and Opinion of the Commission this day issued, and having found that the said Allender Company, Incorporated, wilfully violated section 17 (a) of the Securities Act of 1933, section 15 (c) (1) of the Securities Exchange Act of 1934 and Rule X-15C1-2 of the Commission's Rules under the Securities Exchange Act and that it is necessary and appropriate in the public interest to revoke the registration of the said Allender Company, Incorporated;

It is ordered, pursuant to section 15 (b) of the Securities Exchange Act of 1934, that the registration of the said Allender Company, Incorporated, be and the same hereby is revoked.

By the Commission.

[SEAL] ORVAL L. DuBois,
Recording Secretary.

[F. R. Doc. 41-6487; Filed, August 28, 1941;
11:31 a. m.]

[File No. 70-391]

IN THE MATTER OF THE NORTH AMERICAN COMPANY

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 28th day of August, A. D. 1941.

Notice is hereby given that a declaration or application (or both), has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above named party; and

Notice is further given that any interested person may, not later than September 2, 1941, at 4:45 P. M., E. S. T., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or any request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided

in Rule U-23 of the Rules and Regulations promulgated pursuant to said Act or the Commission may exempt such transaction as provided in Rules U-20 (a) and U-100 thereof. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D. C.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

The Declarant, The North American Company, a registered holding company, proposes to pay on October 1, 1941, a dividend to its holders of Common Stock of record on September 10, 1941. Such dividend will be payable in the Capital Stock of The Detroit Edison Company, owned by Declarant, at the rate of one share of Capital Stock of The Detroit Edison Company on each 50 shares of Common Stock of the Declarant outstanding. No dividend will be issued for fractions of shares of stock of The Detroit Edison Company, but, in lieu thereof, cash will be paid at the rate of 40¢ for each 1/50th of a share of stock of The Detroit Edison Company. The Declarant estimates that to pay the above mentioned dividend it will have to distribute not more than 155,000 shares of the 1,067,835 shares of Capital Stock of The Detroit Edison Company owned by it; that the amount of cash to be distributed in lieu of fractional shares of such Capital Stock will not exceed \$365,000; and that the payment of this dividend will result in a charge to earned surplus of approximately \$4,100,000.

The Declarant requests the issuance of the Commission's order on or before September 3, 1941.

By the Commission.

[SEAL] ORVAL L. DuBois,
Recording Secretary.

[F. R. Doc. 41-6488; Filed, August 28, 1941;
11:36 a. m.]